

KASPERSKY LAB END USER LICENSE AGREEMENT

IMPORTANT LEGAL NOTICE TO ALL USERS: CAREFULLY READ THE FOLLOWING LEGAL AGREEMENT BEFORE YOU START USING THE SOFTWARE.

BY CLICKING THE ACCEPT BUTTON IN THE LICENSE AGREEMENT WINDOW OR BY ENTERING CORRESPONDING SYMBOL(-S) YOU CONSENT TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. **SUCH ACTION IS A SYMBOL OF YOUR SIGNATURE AND YOU ARE CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS AGREEMENT AND AGREE THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOU.** IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, CANCEL THE INSTALLATION OF THE SOFTWARE AND DO NOT INSTALL THE SOFTWARE.

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1. Definitions

1.1. **Software** means software including any Updates and related materials.

1.2. **Rightholder** (owner of all rights, whether exclusive or otherwise to the Software) means Kaspersky Lab ZAO, a company incorporated according to the laws of the Russian Federation.

1.3. **Computer(s)** means hardware(s), including personal computers, laptops, workstations, personal digital assistants, 'smart phones', hand-held devices, or other electronic devices for which the Software was designed where the Software will be installed and/or used.

1.4. **End User** (You/Your) means individual(s) installing or using the Software on his or her own behalf or who is legally using a copy of the Software; or, if the Software is being downloaded or installed on behalf of an organization, such as an employer, "You" further means the organization for which the Software is downloaded or installed and it is represented hereby that such organization has authorized the person accepting this agreement to do so on its behalf. For purposes hereof the term "organization," without limitation, includes any partnership, limited liability company, corporation, association, joint stock company, trust, joint venture, labor organization, unincorporated organization, or governmental authority.

1.5. **Partner(s)** means organizations or individual(s), who distributes the Software based on an agreement and license with the Rightholder.

1.6. **User Manual** means user manual, administrator guide, reference book and related explanatory or other materials.

2. Grant of License

2.1. The Rightholder hereby grants You a non-exclusive license to store, load, install, execute, and display (to “use”) the free of charge Software on a specified number of Computers in order to be used as an auxiliary tool to cure Your Computer on which the Software is installed, from threats described in the User Manual, according to the all technical requirements described in the User Manual and according to the terms and conditions of this Agreement (the “License”) and you accept this License:

2.2. You have the right to make a copy of the Software solely for back-up purposes and only to replace the legally owned copy if such copy is lost, destroyed or becomes unusable. This back-up copy cannot be used for other purposes and must be destroyed when you lose the right to use the Software or when Your license expires or is terminated for any other reason according to the legislation in force in the country of your principal residence or in the country where You are using the Software.

3. Information Collection

3.1. **Kaspersky Security Network (KSN)** is an infrastructure of online services that helps to protect the users, speeds up the product's response to new malware, and minimizes false positives. Quality of these services depends on quantity of participants of KSN.

Having agreed with the terms and conditions of this Agreement You consent you agree to participate in KSN, your computer will automatically send the following information to Rightholder:

- Status of anti-virus protection of your computer and description of all potentially malicious files and their actions;
- Information about installed hardware and software, including the operating system;
- Information about the license and version of the Rightholder's product installed on your computer;
- Information about applications being downloaded or run on your computer;
- Suspicious files or their parts for additional analysis by Rightholder's specialists.

Rightholder performs no collection, processing, and storage of personal data sent by the users.

3.2. The Software does not process any personally identifiable data and does not combine the processing data with any personal information.

3.3. Detailed information can be found below in **Appendix 1** of current license agreement.

4. Limitations

4.1. You shall not emulate, clone, rent, lend, lease, sell, modify, decompile, or reverse engineer the Software or disassemble or create derivative works based on the Software or any portion thereof with the sole exception of a non-waivable right granted to You by applicable legislation, and you shall not otherwise reduce any part of the Software to human readable form or transfer the licensed Software, or any subset of the licensed Software, nor permit any third party to do so, except to the extent the foregoing restriction is expressly prohibited by applicable law. Neither Software's binary code nor source may be used or reverse engineered to re-create the program algorithm, which is proprietary. All rights not expressly granted herein are reserved by Rightholder and/or its suppliers, as applicable. Any such unauthorized use of the Software shall result in immediate and automatic termination of this Agreement and the License granted hereunder and may result in criminal and/or civil prosecution against You.

4.2. You shall not rent, lease or lend the Software to any third party.

4.3. You shall not use the Software in the creation of data or software used for detection, blocking or treating threats described in the User Manual.

4.4. No technical support is available for the Software.

5. Limited Warranty and Disclaimer

5.1. The Rightholder guarantees that the Software will substantially perform according to the specifications and descriptions set forth in the User Manual provided however that such limited warranty shall not apply to the following: (w) Your Computer's deficiencies and related infringement for which Rightholder's expressly disclaims any warranty responsibility; (x) malfunctions, defects, or failures resulting from misuse; abuse; accident; neglect; improper installation, operation or maintenance; theft; vandalism; acts of God; acts of terrorism; power failures or surges; casualty; alteration, non-permitted modification, or repairs by any party other than Rightholder; or any other third parties' or Your actions or causes beyond Rightholder's reasonable control; (y) any defect not made known by You to Rightholder as soon as practical after the defect first appears; and (z) incompatibility caused by hardware and/or software components installed on Your Computer.

5.2. You acknowledge, accept and agree that no software is error free and You are advised to back-up the Computer, with frequency and reliability suitable for You.

5.3. The Rightholder does not provide any guarantee that the Software will work correctly in case of violations of the terms described in the User Manual or in this Agreement.

5.4. The Software isn't intended to be used as a constant protection of the Computer from threats described in the User Manual. In order to receive updated version of the Software You should refer to the Rightholder's site.

5.5. Technical support for the Software is not maintained by the Rightholder.

5.6. Use of the manual treatment described in the User Manual can result in information loss and computer failure.

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8. Intellectual Property Ownership

8.1. You agree that the Software and the authorship, systems, ideas, methods of operation, documentation and other information contained in the Software, are proprietary intellectual property and/or the valuable trade secrets of the Rightholder or its partners and that the Rightholder and its partners, as applicable, are protected by civil and criminal law, and by the law of copyright, trade secret, trademark and patent of the

Russian Federation, European Union and the United States, as well as other countries and international treaties. This Agreement does not grant to You any rights to the intellectual property including any the Trademarks or Service Marks of the Rightholder and/or its partners ("Trademarks"). You may use the Trademarks only insofar as to identify printed output produced by the Software in accordance with accepted trademark practice, including identification of the Trademark owner's name. Such use of any Trademark does not give you any rights of ownership in that Trademark. The Rightholder and/or its partners own and retain all right, title, and interest in and to the Software, including without limitation any error corrections, enhancements, Updates or other modifications to the Software, whether made by the Rightholder or any third party, and all copyrights, patents, trade secret rights, trademarks, and other intellectual property rights therein. Your possession, installation or use of the Software does not transfer to you any title to the intellectual property in the Software, and you will not acquire any rights to the Software except as expressly set forth in this Agreement. All copies of the Software made hereunder must contain the same proprietary notices that appear on and in the Software. Except as stated herein, this Agreement does not grant you any intellectual property rights in the Software and you acknowledge that the License, as further defined herein, granted under this Agreement only provides you with a right of limited use under the terms and conditions of this Agreement. Rightholder reserves all rights not expressly granted to you in this Agreement.

8.2. You agree not to modify or alter the Software in any way. You may not remove or alter any copyright notices or other proprietary notices on any copies of the Software.

9. Governing Law; Arbitration

This Agreement will be governed by and construed in accordance with the laws of the Russian Federation without reference to conflicts of law rules and principles. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. Any dispute arising out of the interpretation or application of the terms of this Agreement or any breach thereof shall, unless it is settled by direct negotiation, be settled by in the Tribunal of International Commercial Arbitration at the Russian Federation Chamber of Commerce and Industry in Moscow, the Russian Federation. Any award rendered by the arbitrator shall be final and binding on the parties and any judgment on such arbitration award may be enforced in any court of competent jurisdiction. Nothing in this Section 11 shall prevent a Party from seeking or obtaining equitable relief from a court of competent jurisdiction, whether before, during or after arbitration proceedings.

10. Period for Bringing Actions

No action, regardless of form, arising out of the transactions under this Agreement, may be brought by either party hereto more than one (1) year after the cause of action has occurred, or was discovered to have occurred, except that an action for infringement of intellectual property rights may be brought within the maximum applicable statutory period.

11. Entire Agreement; Severability; No Waiver

This Agreement is the entire agreement between you and Rightholder and supersedes any other prior agreements, proposals, communications or advertising, oral or written, with respect to the Software or to subject matter of this Agreement. You acknowledge that you have read this Agreement, understand it and agree to be bound by its terms. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable for any reason, in whole or in part, such provision will be more narrowly construed so that it becomes legal and enforceable, and the entire Agreement will not fail on account thereof and the balance of the Agreement will continue in full force and effect to the maximum extent permitted by law or equity while preserving, to the fullest extent possible, its original intent. No waiver of any provision or condition herein shall be valid unless in writing and signed by you and an authorized representative of Rightholder provided that no waiver of any breach of any provisions of this Agreement will constitute a waiver of any prior, concurrent or subsequent breach. Rightholder's failure to insist upon or enforce strict performance of any provision of this Agreement or any right shall not be construed as a waiver of any such provision or right.

12. Contact Information

Should you have any questions concerning this Agreement, or if you desire to contact the Rightholder for any reason, please contact our Customer Service Department at:

Kaspersky Lab ZAO, 10 build. 1, 1st Volokolamsky Proezd

Moscow, 123060

Russian Federation

Tel: +7-495-797-8700

Fax: +7-495-645-7939

E-mail: info@kaspersky.com

Web site: www.kaspersky.com

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Appendix 1

Kaspersky Security Network Data Collection Statement

A. INTRODUCTION

Please read this document thoroughly. It provides important information that you should be acquainted with before continuing to use our services or software. By continuing to use **Kaspersky Lab** ZAO software and services you will be deemed to have accepted this **Kaspersky Lab' Data Collection Statement**. We reserve the right to modify this **Data Collection Statement** at any time by posting the changes on this page. Please check the revision date below to determine if the policy has been modified since you last reviewed it. Your continued use of any portion of **Kaspersky Lab's Services** following posting of the updated Data Collection Statement shall constitute your acceptance of the changes. Kaspersky Lab ZAO and its affiliates (collectively, "**Kaspersky Lab**") has created this Data Collection Statement in order to inform and disclose its data gathering and dissemination practices for Kaspersky Anti-Virus and Kaspersky Internet Security. Word from Kaspersky Lab Kaspersky Lab has a strong commitment to providing superior service to all of our customers and particularly respecting your concerns about Data Collection. We understand that you may have questions about how Kaspersky Security Network collects and uses information and data and we have prepared this statement to inform you of the Data Collection principles that govern the Kaspersky Security Network (hereinafter referred to as "Data Collection Statement" or "Statement"). This Data Collection Statement contains numerous general and technical details describing the steps we take to respect your Data Collection concerns. We have organized this Data Collection Statement by major processes and areas so that you can quickly review the information of most interest to you. The bottom line is that meeting your needs and expectations forms the foundation of everything we do - including protecting your Data Collection. The data and information is collected by Kaspersky Lab and if after reviewing this Data Collection Statement you have any questions or Data Collection concerns please send an e-mail to support@kaspersky.com.

What is Kaspersky Security Network?

Kaspersky Security Network service allows users of Kaspersky Lab security products from around the world to help facilitate identification and reduce the time it takes to provide protection against new ("in the wild") security risks targeting your computer. In order to identify new threats and their sources and to help improve user security and product functionality, Kaspersky Security Network collects selected security and application data and submits that data to Kaspersky Lab for analysis. Such information contains no

personally identifiable information about the user, being utilized by Kaspersky Lab for no other purposes but to enhance its security products and to further advance solutions against malicious threats and viruses. In case of accidental transmission of any personal data of the user, Kaspersky Lab shall keep and protect it in accordance with this Data Collection Statement. By participating in Kaspersky Security Network, you and the other users of Kaspersky Lab security products from around the world contribute significantly to a safer Internet environment.

Legal Issues

Kaspersky Security Network may be subject to the laws of several jurisdictions because its services may be used in different jurisdictions, including the United States of America. Kaspersky Lab shall disclose personally identifiable information without your permission when required by law, or in good-faith belief that such action is necessary to investigate or protect against harmful activities to Kaspersky Lab guests, visitors, associates, or property or to others. As mentioned above, laws related to data and information collected by Kaspersky Security Network may vary by country.

For example, some personally identifiable information collected in the European Union and its Member States is subject to the EU Directives concerning personal data, Privacy and electronic communications, including but not limited to Directive 2002/58/EC of the European Parliament and of the Council of 12 July 2002 concerning the processing of personal data and the protection of Privacy in the electronic communications sector and Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and the subsequent legislation adopted in the EU Member States, the European Commission Decision 497/2001/EC on standard contractual clauses (personal data transferred to third countries) and the subsequent legislation adopted in the EC Member States. Kaspersky Security Network shall duly inform the users concerned, when initially collecting the above-mentioned information, of any sharing of such information, notably for use for business development and shall allow these Internet users to opt in (in the EC Member States and other countries requiring opt-in procedure) or opt-out (for all the other countries) on-line from the commercial use of this data and/or the transmission of this data to third parties. Kaspersky Lab may be required by law enforcement or judicial authorities to provide some personally identifiable information to appropriate governmental authorities. If requested by law enforcement or judicial authorities, we shall provide this information upon receipt of the appropriate documentation. Kaspersky Lab may also provide information to law enforcement to protect its property and the health and safety of individuals as permitted by statute.

Declarations to Personal Data Protection Member States authorities shall be made according to the subsequent EU Member States legislation in force. Information about such declarations shall be accessible on the Kaspersky Security Network services.

B. COLLECTED INFORMATION

Data We Collect

User has right to grant data in according to this statement and the Kaspersky Security Network service will collect and submit core and extended data to Kaspersky Lab about potential security risks targeting your computer. The data collected includes:

Core data

- information about your computer hardware and software, including operating system and service packs installed, kernel objects, drivers, services, Internet Explorer extensions, printing extensions, Windows Explorer extensions, downloaded program files, active setup elements, control panel applets, host and registry records, browser types and e-mail clients, that is generally not personally identifiable;
- a Kaspersky Lab product unique ID to identify individual machines without identifying the user and which does not contain any personal information and the version number of the Kaspersky Lab product;
- information about the status of your computer's antivirus protection, and data on any files or activities suspected of being malware (e.g., virus name, date/time of detection, names/paths and size of infected files, IP and port of network attack, name of the application suspected of being malware). Please note that the above referenced collected data does not contain personally identifiable information.

Extended data:

- information about applications downloaded by the user (URL, file size);
- information about applications run by the user (size, attributes, date created, information about PE headers, region, name, location, and compression utility used).

Files and/or their parts:

The Kaspersky Security Network service may collect and submit whole files and/or their parts to Kaspersky Lab for additional examination. Securing the Transmission and Storage of Data Kaspersky Lab is committed to protecting the security of the information it collects. The information collected is stored on

computer servers with limited and controlled access. Kaspersky Lab operates secure data networks protected by industry-standard firewall and password protection systems. Kaspersky Lab uses a wide range of security technologies and procedures to protect the information collected from threats such as unauthorized access, use, or disclosure. Our security policies are periodically reviewed and enhanced as necessary, and only authorized individuals have access to the data that we collect. Kaspersky Lab takes steps to ensure that your information is treated securely and in accordance with this Statement.

Unfortunately, no data transmission can be guaranteed secure. As a result, while we strive to protect your data, we cannot guarantee the security of any data you transmit to us or from our products or services, including without limitation Kaspersky Security Network, and you use all these services at your own risk. The data that is collected may be transferred to Kaspersky Lab servers and Kaspersky Lab has taken the necessary precautions to ensure that the collected information, if transferred, receives an appropriate level of protection. We treat the data we collect as confidential information; it is, accordingly, subject to our security procedures and corporate policies regarding protection and use of confidential information. After collected data reaches Kaspersky Lab it is stored on a server with physical and electronic security features as customary in the industry, including utilization of login/password procedures and electronic firewalls designed to block unauthorized access from outside of Kaspersky Lab. Data collected by Kaspersky Security Network covered by this Statement is processed and stored in the United States and possibly other jurisdictions and also in other countries where Kaspersky Lab conducts business. All Kaspersky Lab employees are aware of our security policies. Your data is only accessible to those employees who need it in order to perform their jobs. Any stored data will not be associated with any personally identifiable information. Kaspersky Lab does not combine the data stored by Kaspersky Security Network with any data, contact lists, or subscription information that is collected by Kaspersky Lab for promotional or other purposes.

C. USE OF THE COLLECTED DATA

How Your Personal Information Is Used

Kaspersky Lab collects the data in order to analyze and identify the source of potential security risks, and to improve the ability of Kaspersky Lab's products to detect malicious behavior, fraudulent websites, crimeware, and other types of Internet security threats to provide the best possible level of protection to Kaspersky Lab customers in the future.

Disclosure of Information to Third Parties

Kaspersky Lab may disclose any of the information collected if asked to do so by a law enforcement official as required or permitted by law or in response to a subpoena or other legal process or if we believe in good faith that we are required to do so in order to comply with applicable law, regulation, subpoena, or other legal process or enforceable government request. Kaspersky Lab may also disclose personally identifiable information when we have reason to believe that disclosing this information is necessary to identify, contact or bring legal action against someone who may be violating this Statement, the terms of your agreements with the Company or to protect the safety of our users and the public or under confidentiality and licensing agreements with certain third parties which assist us in developing, operating and maintaining the Kaspersky Security Network. In order to promote awareness, detection and prevention of Internet security risks, Kaspersky Lab may share certain information with research organizations and other security software vendors. Kaspersky Lab may also make use of statistics derived from the information collected to track and publish reports on security risk trends.

D. DATA COLLECTION - RELATED INQUIRIES AND COMPLAINTS

Kaspersky Lab takes and addresses its users' Data Collection concerns with utmost respect and attention. If you believe that there was an instance of non-compliance with this Statement with regard to your information or data you have other related inquiries or concerns, you may write or contact **Kaspersky Lab** at email: support@kaspersky.com. In your message, please describe in as much detail as possible the nature of your inquiry. We will investigate your inquiry or complaint promptly. Provision of information is voluntary. An option of data collection can be disabled by the user at any time in the "**Feedback**" section on the "**Settings**" page of any appropriate Kaspersky product.

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